

A. G. Contract No. KR93-0906-TRN
ECS File: JPA-93-58
Project: NH-17-1(188)
TRACS No.: H 2291 01C
Section: Bell Road/I-17 T.I.

65522

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF PHOENIX

THIS AGREEMENT is entered into 3 August, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PHOENIX, acting by and through its CITY COUNCIL (the
"City").

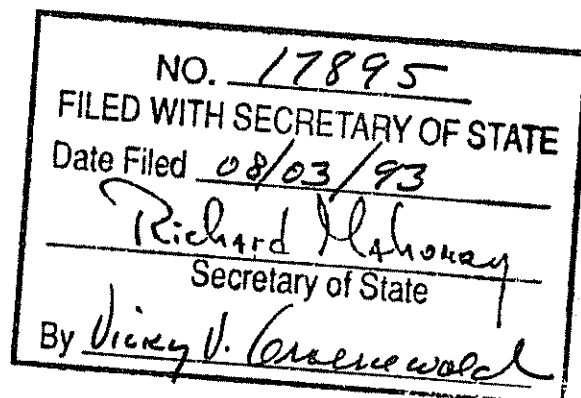
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Incident to the State's ongoing construction project
at the Bell Road/Interstate 17 (I-17) traffic interchange
(T.I.), the City requests the items as noted on Attachment "A",
attached hereto and made a part hereof, to be included within
the State's contract, herein referred to as "the Project".

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City, \$6,753.00, (includes 15% for construction engineering) for the estimated costs to design and construct the Project.

b. Design the Project and submit to the City for review. Call for bids, award one or more construction contracts, administer same and make all payments to the contractor. Be responsible for claims for extra compensation due to delays for whatever reason on the State's project, attributable to the State.

c. Upon completion of the Project, provide a detailed accounting of the Project and reimburse or invoice the City for the balance.

2. The City will:

a. Be responsible for the actual costs to design and construct the Project.

b. Upon execution and receipt of an invoice, remit to the State \$6,753.00 for the estimated costs to design and construct (including 15% for construction engineering) the Project.

c. Review and approve the design of the Project. Be responsible for claims for extra compensation due to delays or whatever reason, attributable to the City.

d. Upon completion of the Project, assume full responsibility for maintenance of all items is Attachment "A".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


City of Phoenix
Street Transportation Department
125 East Washington
Phoenix, AZ 85004

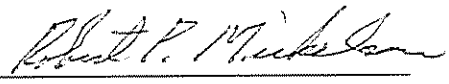
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks
City Manager

STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, P.E.
Street Transportation Director

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

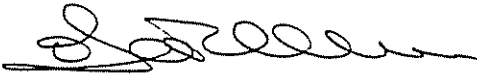
ATTEST:

By 
VICKI MIEL, City Clerk

RESOLUTION

BE IT RESOLVED on this 19th day of April 1993, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of adding an access road into the future Marriott Inn located at the Bell Road/I-17 T.I..

THEREFORE, authorization is hereby given to draft said Letter Addendum which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



LARRY S. BONINE, Director
Arizona Department of
Transportation

Attachment A

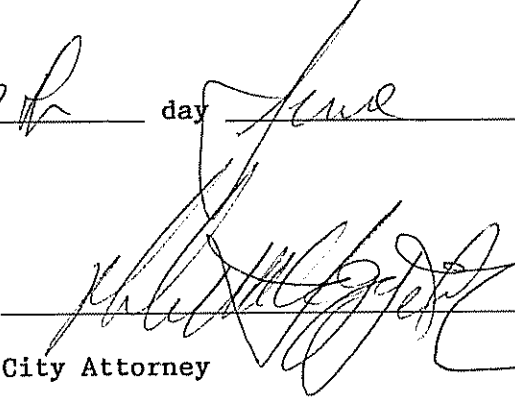
Project Limits Sta 2+35.31 - Sta 6+50.04

Concrete Curb & Gutter (C-05.10, Type D)	380 LF @ \$7.00/LF =	\$2,660.00
Concrete Sidewalk (C-05.20)	1760 SF @ \$1.70/SF =	\$2,992.00
Concrete Sidewalk Ramp (C-05.30, Type 2)	110 SF @ \$2.00/SF =	<u>\$ 220.00</u>
		\$5,872.00
Construction Engineering & Administration (15%)		<u>\$ 881.00</u>
		\$6,753.00

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 7th day June, 1993.



ACTING City Attorney

18192

RESOLUTION NO. 18192

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH THE ARIZONA DEPARTMENT OF TRANSPOR-
TATION; FURTHER AUTHORIZING PAYMENT THEREFOR.

SECTION 1. That the City Manager be, and is hereby
authorized, to enter into an Agreement with the Arizona Department
of Transportation to add concrete curb and gutter, sidewalk, and
sidewalk ramps for a future hotel site to ADOT'S project to
reconstruct Bell Road and I-17 traffic interchange.

SECTION 2. That the City Controller be authorized to
disburse necessary funds in an amount not to exceed the funds in
Escrow Account 2500 - 20060.

PASSED by the Council of the City of Phoenix this 116
day of June, 1993.


MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM:

ACTING

City Attorney

REVIEWED BY:

City Manager

100 JUN 15 1993
CITY CLERK
JP

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06/14/93

- 2 -

RES. NO. 18192



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0906-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of July, 1993.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

Attachment A

Project Limits: Sta. 2+35.31 - Sta. 6+50.04

Concrete Curb & Gutter (C-05.10, Type D)	380 LF @ \$7.00/LF =	\$2,660.00
Concrete Sidewalk (C-05.20)	1760 SF @ \$1.70/SF =	\$2,992.00
Concrete Sidewalk Ramp (C-05.30, Type 2)	110 SF @ \$2.00/SF =	<u>\$ 220.00</u>
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